

1 BILL NO. S-87-08-*32*

2 SPECIAL ORDINANCE NO. S-*24187*

3 AN ORDINANCE approving Contract  
4 for Res. 449-87, Portage/Hawthorne  
5 Drainage Improvement, between Gaines  
6 Construction Company, Inc., and  
the City of Fort Wayne, Indiana,  
in connection with the Board of  
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 449-87, Portage/  
10 Hawthorne Drainage Improvement, by and between Gaines Construction  
11 Company, Inc., and the City of Fort Wayne, Indiana, in connection  
12 with the Board of Public Works and Safety, for:

13 The Contract for "Portage-Hawthorne  
14 Drainage Improvement Resolution  
15 449-1987 (SUB) is for the following:  
16 Construction of a main sewer from  
17 its size and character is not only  
18 intended and adapted for use by  
19 property holders whose property  
20 abuts along the line of said sewer,  
21 but is also intended and adapted  
22 for receiving drainage from colla-  
23 teral drains already constructed  
24 or which hereafter may be constructed  
25 across the North Half of the South-  
west Quarter of Section 14, Township  
30 North, Range 12 East, in Allen  
County, Indiana. STORM SEWER:  
Beginning at a proposed 20+ LF  
East of and 20+ LF South of the  
centerline intersection of Taylor  
Street and Fillmore Street; thence  
North 305+ LF to a proposed manhole;  
thence Northwest 60+ LF to a proposed  
manhole; thence Northeast 40+ LF  
to a proposed inlet. Said Storm  
Sewer shall be 12" in diameter  
with all appurtenances;

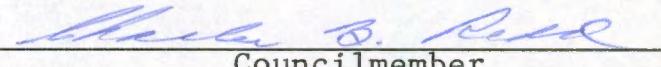
26  
27 the Contract price is Nineteen Thousand Eight Hundred Eighty-Eight  
28 and No/100 Dollars (\$19,888.00), all as more particularly set  
29 forth in said Contract, which is on file in the Office of the  
30 Board of Public Works and Safety and, is by reference incorporated  
31 herein, made a part hereof, and is hereby in all things ratified,  
32 confirmed and approved. Two (2) copies of said Contract are

1 Page Two

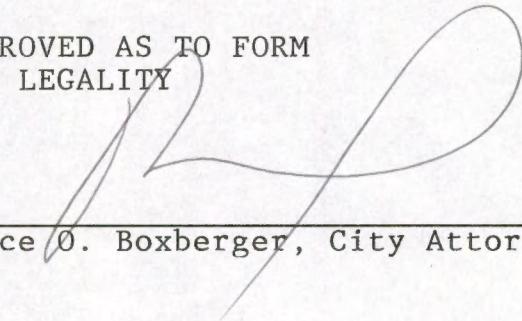
2 on file with the Office of the City Clerk and made available  
3 for public inspection, according to law.

4 SECTION 2. That this Ordinance shall be in full force  
5 and effect from and after its passage and any and all necessary  
6 approval by the Mayor.

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8   
Councilmember

9 APPROVED AS TO FORM  
10 AND LEGALITY

11   
12 Bruce O. Boxberger, City Attorney

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Read the first time in full and on motion by Rudd,  
seconded by Volpe, and duly adopted, read the second time  
by title and referred to the Committee City Utilities (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.

DATE: 8-25-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Rudd,  
seconded by Burke, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 9-8-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-24187  
on the 8th day of September, 1987.

Sandra E. Kennedy  
ATTEST:

(SEAL)

Mark E. J. D. D.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 9th day of September, 1987,  
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of September,  
1987, at the hour of 9:00 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

BID #46		DATE: AUGUST 5, 1987		BIDDER:		BIDDER:		BIDDER:		
ITEM		DESCRIPTION		BIDDER:		BIDDER:		BIDDER:		
ITEM	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	
1-121	ROD WFS 5 V	390 LF	27.50	10725.00	27.00	10530.00	34.50	13455.00	28.00	10520.00
2-150	MANHOLE TYPE 1-A	1 EA	1200.00	1200.00	1375.00	1375.00	1050.00	1050.00	1500.00	
3-500	CATCH BASIN TYPE 7-B	1 EA	1400.00	1400.00	1610.00	1610.00	1145.00	1145.00	1500.00	
4-150	INLET TYPE 1-B	1 EA	700.00	700.00	925.00	925.00	500.00	500.00	850.00	
5-150	INLET TYPE 1-B	1 EA	500.00	500.00	725.60	725.60	450.00	450.00	800.00	
6-150	SPECIAL BACKFILL #53 OR 473	100 CY	11.00	1100.00	14.00	1400.00	6.00	600.00	14.00	
7-121	SEF STRENGTH ASPHALT	70 SY	25.00	1750.00	33.50	2345.00	25.00	1750.00	40.00	
8-2	SEF-A + SURFACE	160 SY	4.00	720.00	6.60	1108.00	5.00	900.00	9.00	
TOTAL:		\$18,295.00	TOTAL:	\$19,986.00	TOTAL:	\$20,050.00	TOTAL:	\$21,390.00	TOTAL:	\$21,564.00
%										\$23,959.00
% over		6.471% over		8.751% over		14.471% over		15.167% over		23.647%
% under		0.007% under		0.007% under		0.007% under		0.007% under		0.00%

"PORTAGE-HAWTHORNE DRAINAGE IMPROVEMENT"  
Resolution 449-1987SUB

Resolved by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that construction of a main sewer, which from its size and character is not only intended and adapted for use by the property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the Northwest Quarter of Section 9, Township 30 North, Range 12 East, Allen County, Indiana.

Construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 14, Township 30 North, Range 12 East, in Allen County, Indiana.

STORM SEWER

Beginning at a proposed  $20\pm$  LF East and  $20\pm$  LF South of the centerline intersection of Taylor Street and Fillmore Street; thence North  $305\pm$  LF to a proposed manhole; thence Northwest  $60\pm$  LF to a proposed manhole; thence Northeast  $40\pm$  LF to a proposed inlet.

Said Storm Sewer shall be 12" in diameter with all appurtenances.

Total cost of said storm sewer improvement project shall be paid by funds from the City of Fort Wayne Sewer Utility Bond.

The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 15th day of July 1987.

BOARD OF PUBLIC WORKS & SAFETY

Baron R. Biedenweg, Director

Colette R. Simon, Director

Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour  
Helen Gochenour, Clerk

Page 1 of

BOARD OF PUBLIC WORKS and SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\*  
(Non-Federally Assisted Construction)

PROJECT: Portage/Hawthorne Drainage Improvement

Contract No. 449-1987

CONTENTS

Resolution No. 449-1987

Check if Contained

Pages

X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items
X	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form - Payment Bond
X	PGB/1-3	Specimen Form - Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates - State of Indiana
X	SP/1-SP/	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X	1 and 2	Project Plans Drawing # SY-11191		
		General Specifications and Conditions		
		Detail Standard Construction Standards		
		WPCE Department, City of Fort Wayne		
X	EA/1-EA/4	Escrow Agreement		
	RW/1	Right-of-Way Cut Permit		
X	NP/1	Notice to Proceed		
	CO/1-CO/2	Change Order - Specimen Form		
X	NA/1	Notice of Award		
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ Z	20 CALENDAR DAYS _____ Z	30 CALENDAR DAYS _____ Z	OTHER _____ Z
ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

\*\*\*\*\*

BID SUBMITTED

Gaines Const Co Inc  
Contractor  
By: Henry Gaines  
Its V-Pres.  
Offer Date 5/8/87

Bidder agrees to keep bid open for acceptance for (90 days unless otherwise specified)

Compliance  
O.C.2/85

J. Adams

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE  
Board of Public Works & Safety

Cosette R. &

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD

Date

Aug. 12, 1987

INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

RESOLUTION 449 1987  
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9 o'clock a.m. on the 5th day of August, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

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Portage/Hawthorne Drainage Improvement  
Resolution 449-1987

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2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box  beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "x". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The woman owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. MBE The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
100%.

For WBE specify percentage of women ownership  
  %.

B.    The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have 98 % participation (employees) 98 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 100 %. (cross out inapplicable provision)

C. The undersigned commits 98 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Catherine Beckum Hanna		Trucking
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor Gaines

By Henry Gaines

Its V-Pres

Contractor Gaines

By Henry Gaines

Its V-Pres

14. Minority/Female Hourly Employment Requirements.  
The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17 $\frac{1}{2}$  of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17 $\frac{1}{2}$  minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 $\frac{1}{2}$  of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17 $\frac{1}{2}$ .

1. My Company and its subcontractors cannot meet the 17 $\frac{1}{2}$  minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure:

(attach additional sheets if necessary)

Contractor

By

Its

*Hanes Const Co Inc*  
*V-Dies Henry Bain*

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on \_\_\_\_\_ at \_\_\_\_\_

(date)

(time)

\_\_\_\_\_ or at such date, time, and place as The Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: \_\_\_\_\_

**SCHEDULE**  
**Board of Public Works & Safety**

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

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**Portage/Hawthorne Drainage Improvement**  
**Resolution 449-1987**

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All work will be performed in accordance with: Resolution # 449-87, the IPB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$                   . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 90 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before            days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$            per day for each and everyday after            days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$            per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this 5 day of Aug, 1987.

Firm Name: Isaacs Const Co Inc

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 5 day of Aug, 1987.

Isaacs Const Co Inc  
Name of Corporation

By: Henry Isaacs Jr  
President

ATTEST:

Henry Isaacs Jr.

### **SUMMATION OF AA/EEO Statement**

I will be (circle one):

1. Participating Member of CFW Area Plan  
Union Contractor  
~~Federal Register~~
4. Percentage Participation Goal Statement

### Total Construction Cost

~~\$19.98~~ 20

240

19,988 00

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

James Const Co Inc.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Henry James Jr.  
V-Pres.

Subscribed and sworn to before me by \_\_\_\_\_  
this 4 day of Aug, 1987.

My Commission Expires:

8-2-90

\*\*\*\*\*

Henry James Jr.  
Barbara A. Bawcom

Notary Public

Resident of Allen County

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 198 \_\_\_\_.

My Commission Expires:

Notary Public

Resident of \_\_\_\_\_ County

\*\*\*\*\*

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 198 \_\_\_\_.

My Commission Expires:

Notary Public

Resident of \_\_\_\_\_ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Henry Gaines, the President  
Position \_\_\_\_\_, of Gaines Const Inc  
Company

hereby certify:

1. That the Financial Statement of said company, dated the 5 day of Aug 1987, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 5 Aug 1987

Henry Gaines  
Signature

V-President  
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 5 day of Aug, 1987.

Barbara L. Branson  
Notary Public  
Resident of Allegheny County

My Commission Expires:

8-2-90

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Grimes Const  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Grimes Const  
\_\_\_\_\_, that Grimes Const  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 5th day of Aug., 1982.

Grimes Const  
(Name of Bidder/Vendor)

Henry Grimes v-Pres.  
(Name and Title of Person Signing)

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED  
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT made this 5 day of Aug, 1987, by and between  
Contractor, and the City of Fort Wayne, Owner:

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated 5 Aug  
1987 for the construction of Edgewater Avenue Sewer Resolution No. 447-1987

WHEREAS, by the terms of said contract, Owner is entitled to retain portions  
of the payments due and to become due to the Contractor on account of said  
work; and,

WHEREAS, Contractor has the right to have said funds placed in an interest  
bearing account; and,

WHEREAS, Contractor desires to waive said right and agrees to accept the  
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself/herself/themselves and all  
of his/her/their subcontractors, workmen and materialmen, do hereby waive his/her  
their right to have retainage placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due without  
interest thereon.

Gain Const Co Inc  
Contractor

BOARD OF PUBLIC WORKS & SAFETY

BOND NO. SBP 12250384

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gaines Construction Co., Inc.

as PRINCIPAL, (hereinafter called the Principal), and Indiana Lumbermens Mutual Insurance Company, a corporation duly organized under the State of Indiana and authorized to transact a general surety business in the State of Ind. as SURETY, (hereinafter called the Surety), are held firmly bound unto:

Board of Public Works, Fort Wayne, Indiana

as OBLIGEE, (hereinafter called the Obligee), in the sum equal to 5 % of the accompanying bid of the Principal, not however, in excess of Two Thousand & no/100\*\*\*\*\* dollars, (\$ 2,000.00\*\*\*\*), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit to the Obligee a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to-wit:

Setting Catch Basins Portage & Hawthorne  
# 449-1987

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented to the Principal for execution, should the Obligee award the Principal the said work or contract, or any part thereof: and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the specifications or contracts provided: or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the bid provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out above.

Signed, sealed, and dated this 5th day of August 19 87

Gaines Construction Co., Inc.

BY \_\_\_\_\_

Principal

INDIANA LUMBERMENS MUTUAL INSURANCE CO.

BY \_\_\_\_\_

Jerry Bay

Attorney-in-Fact

PRINCIPAL Gaines Construction Co., Inc. EFFECTIVE DATE August 5, 1987

217 W. Washington Center Road  
(STREET ADDRESS)

Fort Wayne, Indiana 46825  
(CITY) (STATE) (ZIP CODE)

CONTRACT AMOUNT \_\_\_\_\_ AMOUNT OF BOND \$ 2,000.00

POWER NO. SBP 12250384

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Jerry Bey

State of Illinois

as its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed four million (\$4,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary and its Corporate Seal to be hereto affixed this FIRST day of JUNE 19 87.

ATTEST:

By L. W. Rodney Secretary

STATE OF INDIANA } SS:  
COUNTY OF MARION }



Indiana Lumbermens Mutual Insurance Company

By B. W. Atter Vice President

On this FIRST day of JUNE 19 87, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

August 10, 1990  
My Commission Expires

STATE OF INDIANA } SS:  
COUNTY OF MARION }



Letty M. Neter  
Notary Public

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 5th day of August 19 87.

(SEAL)



L. W. Rodney  
Secretary

BILL NO. S-87-08-32

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES

TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract for

Res. 449-87, Portage/Hawthorne Drainage Improvement, between  
Gaines Construction Company, Inc., and the City of Fort Wayne,  
Indiana, in connection with the Board of Public Works and Safety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION) \_\_\_\_\_

YES

NO

Charles B. Redd CHARLES B. REDD  
\_\_\_\_\_  
CB CHAIRMAN

Paul M. Burns PAUL M. BURNS  
\_\_\_\_\_  
PMB VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY  
\_\_\_\_\_  
THC

Ben A. Eisbart BEN A. EISBART  
\_\_\_\_\_  
BAE

Samuel J. Talarico SAMUEL J. TALARICO  
\_\_\_\_\_  
SJT

CONCURRED IN 9-8-87

SANDRA E. KENNEDY  
CITY CLERK